

LETTER ADDENDUM

JPA 89-160

C95-20

In accordance with paragraph 10 of the Agreement, AG #89-1765, Secretary of State ##14100, dated August 3, 1989, for the operation and maintenance of traffic signals and/or highway lighting between the **STATE OF ARIZONA** and the **CITY OF TEMPE**, it is agreed by both parties that the following intersection be added to the existing list of intersections to be operated and maintained as set forth in said Agreement.

***The underdeck lighting of two (2) pedestrian/equestrian openings (underpasses) between Mill Avenue and College Avenue at Loop 202.**

CITY OF TEMPE

(*"Underdeck lighting" only at the above referenced location and Mill Avenue on any of the State's system within the City of Tempe, that the City is agreeing to accept responsibility for.)

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

Charles K. Eaton
CHARLES K. EATON
State Traffic Engineer

DATE:

3-3-95

CITY OF TEMPE

BY:

Neil H. Giuliano

TITLE:

Mayor

DATE:

February 15, 1995

ATTEST:

BY:

Helen R. Fowler
City Clerk


NO. <u>14100</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>03/16/95</u>
<i>Janet P. Hall</i> Secretary of State
By <i>Vicky Greenwood</i>

RESOLUTION

Mill Avenue,
Two (2) pedestrian/equestrian openings
(underpasses) between Mill Avenue and College Avenue

BE IT RESOLVED on this 5th day of February 1993, that I, THOMAS R. WARNE, as acting Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into a Letter Addendum to the Maintenance Intergovernmental Agreement with the City of Tempe for the operation and maintenance of underdeck lighting. This Letter Addendum adds the above referenced underdeck lighting to the Maintenance Intergovernmental Agreement AG #89-1765, Secretary of State #14100 filed with the Secretary of State 3 August 1989.

THEREFORE, authorization is hereby given to draft said Letter Addendum which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.

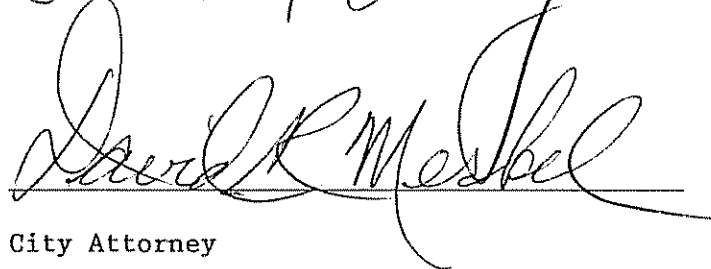


for THOMAS R. WARNE, Acting Director
Arizona Department of
Transportation

APPROVAL OF THE TEMPE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TEMPE, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 13th day of February, 1995.


City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0495-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14th day of March, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8737G/79



ARIZONA DEPARTMENT OF TRANSPORTATION



HIGHWAYS DIVISION

206 South Seventeenth Avenue - Phoenix, Arizona 85007-3213

FIFE SYMINGTON
Governor

March 01, 1994

GARY K. ROBINSON
State Engineer

LARRY S. BONINE
Director

Mr. Harvey Friedson, P.E.
Deputy Public Works Director
City of Tempe
31 East 5th Street
Tempe, Arizona 85281

89-160
Amendment #6

RE: Letter of Intent for Power Service
Scottsdale Road/Red Mountain Freeway T.I.

Dear Harvey:

The purpose of this document is to serve as a Letter of Intent regarding power service for the Scottsdale Road/Red Mountain T.I. and reflects the agreement reached in discussions with City staff.

The terms of the agreement are that ADOT and the City agree that the same power source can be utilized for both the underdeck lighting (ADOT) and the traffic signals (COT). A common conduit will be used for both runs and the cost for power usage will be split based on loads. Each agency will be billed separately by the Utility Company.

Each agency agrees that the other will be notified when maintenance work will require the power to be shut off, since it will affect service to all elements. When the power is shut off by the agency working at the intersection, that agency shall provide all barricading and off-duty officers for traffic control during the period of time that the intersection is shut down. After the intersection is re-energized, each agency agrees to notify the other agency.

Agreement with these terms is indicated for ADOT and the City of Tempe by signatures shown below.

I concur Raymond R. Johnson
ADOT

I concur Larry S. Bonine
City of Tempe

Terry L. Bourland

Terry L. Bourland
Project Manager
Statewide Project Management

TLB/jl